

## SETTLEMENT AGREEMENT AND RELEASE

In consideration of the sum of TWO HUNDRED AND THIRTY-FIVE THOUSAND AND NO/HUNDREDTHS DOLLARS (\$235,000.00) and conditioned upon payment thereof, undersigned Plaintiffs ANTON FRANK BARRETT, PASHANEY BARRETT, THE ESTATE OF ANTON BARRETT, and ANTON PAT BARRETT by and through his guardian ad litem TASHA PERRY for themselves, their agents, employees, heirs, executors, administrators and assigns, does hereby forever and fully release, acquit and discharge Defendants CITY OF VALLEJO, SEAN KENNEY, WAYLON BOYCE AND MARK THOMPSON and their employees, assigns and insurers, of and from any and all claims, allegations, demands, damages and causes of action of every kind and nature, known or unknown, real or imagined, existing or claimed to exist, asserted or not asserted, which can ever arise from or in connection with any relationship or incident that occurred on May 28, 2012 involving ANTON BARRETT and ANTON FRANK BARRETT, the undersigned and the parties herein released, including but not limited to those certain accidents, casualties, occurrences, events and acts described in Complaint No. 2:13-CV-00846-JAM-CKD, filed in the United States District Court, Eastern District, Sacramento Division, in the state of California.

In addition to the foregoing, the undersigned agree specifically to the following:

1. On April 30, 2013, ANTON FRANK BARRETT, PASHANEY BARRETT, THE ESTATE OF ANTON BARRETT, and ANTON PAT BARRETT by and through his guardian ad litem TASHA PERRY initiated the Eastern District Court Case by filing a complaint in the Eastern District Court.

2. This Settlement Agreement and Release shall apply to all unknown and unanticipated injuries and/or damages, as well as those now disclosed.

3. TASHA PERRY as guardian ad litem for ANTON PAT BARRETT, ANTON FRANK BARRETT and PASHANEY BARRETT represent and warrant that each individual and/or party executing this release with the exception of ANTON PAT BARRETT, a minor, is duly authorized to execute this release and expressly has the authority to execute this release on behalf of all parties he or she represents as identified by his or her signature line, that it is binding in accordance with its terms and that this release as so executed will be binding upon him/her/it/them; that they, on behalf of all parties they respectively represent as identified by their respective signature lines, are the true holders of all rights and remedies which they purport to release, and that they have not assigned or transferred any of these rights or remedies to any other individuals and/or entities, and no further approvals are required to be obtained from any persons or entities; and that the representations set forth above shall endure forever and shall survive the execution of this release and the settlement and dismissal of the action with prejudice.

4. The minor Plaintiff ANTON PAT BARRETT, by and through his guardian ad litem TASHA PERRY has sought by petition and obtained a court order authorizing the guardian ad litem to accept and execute this release on his behalf. A true and correct copy of this Order is attached hereto and incorporated herein by reference as Exhibit A to this release. Execution of

the release on behalf of the minor plaintiff ANTON PAT BARRETT is subject to a Court order approving the settlement and specifically directing TASHA PERRY to release any and all claims on behalf of the minor.

5. Liability for all aforementioned claims, allegations, demands, damages and causes of action is denied by the party herein release and this Settlement Agreement and Release shall never be treated as an admission of liability or responsibility at any time for any purpose.

6. It is fully understood by the undersigned that the injuries and/or damages sustained by the undersigned are of such character that their full extent and type are not presently known; it is further understood that the injuries and damages, whether known or unknown presently, might possibly become progressively worse, thereby resulting in further injuries or damages to the undersigned. Nevertheless, it is the desire of the undersigned to forever and fully release and discharge the parties herein, upon the explicit understanding that no further claims, allegations, demands, damages or causes of action may ever be asserted by the undersigned against the herein released by reason of such injuries and/or damages.

7. The provisions of Section 1542 of the Civil Code of the State of California are hereby expressly waived, upon the understanding that said Section provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

8. All liens, claims, demands or causes of action (including, but not limited to, those of any complainant-in-intervention, provider of workers compensation benefits, provider of medical services, employer and/or insurer), against the settlement proceeds hereunder are hereby compromised and released, except that nothing herein shall affect an agreement between the undersigned and any such claimant or the rights of the undersigned with respect to any future benefits from any such claimant. However, to the extent that such liens, claims, demands, or causes of action have been or are hereafter asserted, the undersigned shall pay them or make some other disposition which will not prejudice the rights of the party being released hereunder; furthermore, the undersigned shall indemnify and hold harmless the party herein released from any such liens, claims, demands or causes of action and shall defend the party herein released from any such liens, claims, demands or causes of action, whether groundless or not.

9. Plaintiffs and each of them specifically agree that any and all known and unknown liens will be satisfied from the proceeds of this settlement. Furthermore, Plaintiffs specifically agree to assume liability for the payment of any liens or claims of any kind by, but not limited to any medical provider, governmental entities, Medicare, insurance liens and any liens of attorneys. Plaintiffs, and each of them, agree to indemnify and hold the CITY OF VALLEJO, SEAN KENNEY, WAYLON BOYCE, MARK THOMPSON harmless from any and all such claims or liens. Plaintiffs, and each of them, agree to satisfy any future medical expenses from the settlement proceeds paid pursuant to the settlement of this matter. Plaintiffs and each of them have provided the released parties all information known to them about any

existing Medicare liens. Plaintiffs agree to defend, indemnify and hold harmless each of the persons, firms and corporations released hereunder with respect to all Medicare liens related to the subject incident for which the federal government may seek repayment.

10. The parties herein released are authorized and directed to pay the aforesaid sum as follows:

- a. A check or draft made payable to the Law Offices of John L. Burris in trust for Anton F. Barrett and Pashaney Barrett in the amount of \$115,500.00
- b. A check or draft made payable to the Law Offices of John L. Burris in trust for Tasha Perry as the G.A.L. for A.P.B. in the amount of 94,500.00
- c. A check or draft made payable to the Law Offices of John L. Burris in trust for Anton F. Barrett in the amount of \$25,000.00

11. The attorneys of the undersigned are hereby directed to dismiss, with prejudice, the Complaint No. 2:13-CV-00846-JAM-CKD now pending in the United States District Court, Eastern District, Sacramento Division, in the State of California.

12. All grievances, claims, demands, allegations and causes of action of every kind and nature, known or unknown, real or imagined, existing or claimed to exist, asserted or not asserted (including, but not limited to those for "bad faith" and those based upon California Insurance Code § 790.03 or any other statute) against any insurer of the party herein released are hereby waived, released and discharged.

13. All parties agree to each bear their own attorneys' fees and costs.

This Settlement Agreement and Release contains the entire agreement between the parties hereto. The terms of this Agreement and Release are contractual and not a mere recital.

The undersigned has carefully read and understood the Release contents and signs the same freely and voluntarily.

DATED: 7-2-2015

Anton Barrett  
Anton F. Barrett

DATED: \_\_\_\_\_

\_\_\_\_\_  
Pashaney Barrett

DATED: 7-2-2015

Anton Barrett Tasha Perry  
The Estate of Anton Barrett

DATED: 7/7/2015

Tasha Perry  
Anton Pat Barrett by and through his G.A.L.,  
Tasha Perry

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DATED: \_\_\_\_\_

DATED: Tue June 23, 2015

Anton F. Barrett

Pashaney Barrett

DATED: Tue June 23, 2015

The Estate of Anton Barrett

DATED: \_\_\_\_\_

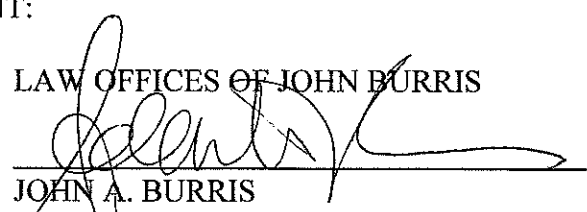
Anton Pat Barrett by and through his G.A.L.,  
Tasha Perry

APPROVED AS TO FORM AND CONTENT:

DATED: \_\_\_\_\_

7/9/15

LAW OFFICES OF JOHN BURRIS

  
\_\_\_\_\_  
JOHN A. BURRIS  
ADANTE POINTER  
Attorneys for Plaintiffs

CITY OF VALLEJO

DATED: \_\_\_\_\_

\_\_\_\_\_  
KELLY J. TRUJILLO  
Deputy City Attorney  
Attorney for Defendants,  
CITY OF VALLEJO, SEAN KENNEY,  
WAYLON BOYCE, MARK THOMPSON

JONES & DYER

DATED: \_\_\_\_\_

\_\_\_\_\_  
MARK A. JONES  
KRISTEN K. PRESTON  
Attorneys for Defendants,  
CITY OF VALLEJO, SEAN KENNEY,  
WAYLON BOYCE, MARK THOMPSON